

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is made as of this 8th day of August 2011, by, between, and among the following undersigned parties:

The Plaintiff Federal Deposit Insurance Corporation, as receiver of the Columbian Bank & Trust Company ("FDIC"), and John D. Petersen, Frank J. Ross, Jr., and Gregory E. Schwerdt (collectively the "Settling Parties"). (Individually, the FDIC and the Settling Parties may be referred to herein as "Party" and collectively as the "Parties".)

RECITALS

WHEREAS:

Prior to August 22, 2008, the Columbian Bank & Trust ("Columbian" or the "Bank") was a depository institution organized and existing under the laws of the State of Kansas;

On August 22, 2008, the Bank was closed by the State of Kansas and pursuant to 12 U.S.C. § 1821(c), the FDIC was appointed receiver. In accordance with 12 U.S.C. § 1821(d), the FDIC as receiver succeeded to all rights, titles, powers and privileges of the Bank, including those with respect to its assets.

Among the assets to which the FDIC as receiver succeeded were any and all of the Bank's claims, demands, and causes of actions against its former directors, officers and employees arising from the performance, nonperformance and manner of performance of their respective functions, duties and acts as directors and/or officers of the Bank;

The FDIC has asserted claims against certain persons, including the Settling Parties, who had each served at various times as directors of the Bank. The Settling Parties have denied liability for the FDIC's claims.

Bankersure issued directors' and officers' liability policy number (the (b)(4) "Policy"), which insured the directors and officers of the Bank according to the terms, provisions and conditions of the Policy. The Settling Parties have made claims under the Policy.

The undersigned parties deem it in their best interests to enter into this Agreement to avoid the uncertainty, trouble, and expense of litigation.

NOW, THEREFORE, in consideration of the promises, undertakings, payments, and releases stated herein, the sufficiency of which consideration is hereby acknowledged, the undersigned parties agree, each with the other, as follows:

SECTION I: Payment to FDIC

A. As an essential covenant and condition to this Agreement, the Settling Parties, agree to pay the FDIC the sum of \$300,000 ("the Settlement Funds"), with each of the Settling Parties paying one-third (1/3) of the Settlement Funds.

B. Upon the execution of an original, or originals in counterpart, of this Agreement by each of the undersigned Parties to this Agreement, but no later than September 7, 2011, the Settlement Funds shall be delivered to FDIC by direct wire transfer into an account designated by FDIC or by certified or cashier's check drawn upon a depository institution acceptable to FDIC.

In the event that the Settlement Funds are not delivered to the FDIC (or its counsel) by September 7, 2011, interest shall accrue on all unpaid amounts at the rate of 5% per annum from September 7, 2011 until the date of payment. However, if said Settlement Funds are not delivered to the FDIC by September 7, 2011, as a result of the FDIC's failure to execute this Agreement, no interest shall accrue until the day after the FDIC executes the Agreement.

C. In addition, and without waiving any other rights that the FDIC may have, in the event that all Settlement Funds (including all accrued interest) are not received by the FDIC on or before September 7, 2011, then, with respect to the Party, or Parties, that fail to deliver their share of the Settlement Funds only, the FDIC, in its sole discretion, shall have the right at any time prior to receipt of all Settlement Funds (including all accrued interest) to declare this Agreement null and void, with respect to the non-delivering Party or Parties, shall have the right to extend this Agreement for any period of time until it receives all Settlement Funds (including

all accrued interest), and/or shall have the right to enforce this Agreement against the Party or Parties, failing to deliver their share of the Settlement Funds, in which event the non-delivering Party, or Parties, agree to jurisdiction in Federal District Court in Kansas and agree to pay all of the FDIC's reasonable attorneys' fees expended in enforcing the terms of this Agreement. Any decision by the FDIC to extend the terms of this Agreement or to accept a portion of the Settlement Funds shall not prejudice its rights to declare this Agreement null and void with respect to the non-delivering Party, or Parties, at any time prior to receipt of all Settlement Funds (including all accrued interest) or to enforce the terms of this Settlement Agreement; provided however, that in the event the FDIC declares this Agreement null and void with respect to the non-delivering Party or Parties, the FDIC will return all amounts paid to it under this Agreement by the non-delivering Party, or Parties. In no event shall the FDIC declare this Agreement null and void with respect to any Party that has delivered its share of the Settlement Fund on or before September 7, 2011. The failure of one Party to deliver its share of the Settlement Funds shall not affect the validity of this Agreement with respect to a Party that has delivered its share of the Settlement Funds.

SECTION II: Releases

A. Release of Individual Settling Parties by the FDIC.

Effective upon receipt in full of the settlement funds plus any accrued interest described in SECTION I above, and except as provided in PARAGRAPH I.E., the FDIC, for itself and its successors and assigns, hereby releases and discharges each of the Settling Parties and their respective heirs, executors, administrators, representatives, successors and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, belonging to the FDIC, that arise from or relate to, the performance, nonperformance, or manner of performance of the Settling Parties' respective functions, duties and actions as officers and/or directors of the Bank.

B. Release of FDIC by the Settling Parties.

Effective simultaneously with the release granted in PARAGRAPH II.A. above, the Settling Parties, on behalf of themselves individually, and their respective heirs, executors, administrators, agents, representatives, successors and assigns, hereby release and discharge FDIC, and its employees, officers, directors, representatives, successors and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to, the Bank or to the performance, nonperformance, or manner of performance of the Settling Parties' respective functions, duties and actions as officers and/or directors of the Bank.

C. Release by Settling Parties of Each Other.

Effective simultaneously with the releases granted in Paragraph II.B. above, the Settling Parties, and their respective heirs, executors, administrators, representatives, successors and assigns, hereby release and discharge each other from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to the performance, nonperformance, or manner of performance of their respective functions, duties and actions as officers and/or directors of the Bank.

D. Release of BancInsure by Settling Parties.

Effective simultaneously with the releases granted in Paragraphs II.A. and II.B. above, the Settling Parties, on behalf of themselves individually, and their respective heirs, executors, administrators, agents, representatives, successors and assigns, hereby release and discharge BancInsure, its parents, subsidiaries, affiliates and reinsurers, and their respective employees, officers, directors, agents, representatives, successors and assigns, from any and all claims, demands, obligations, damages, actions and causes of action, direct or indirect, in law or in equity, that arise from or relate to the Policy. The Settling Parties agree that any interest they may have under the Policy is extinguished. The FDIC does not release, but instead expressly and fully preserves, any claims against BancInsure, notwithstanding the release of BancInsure by the Settling Parties.

E. Express Reservations From Releases By FDIC.

1. Notwithstanding any other provision, by this Agreement, the FDIC does not release, and expressly preserves fully and to the same extent as if the Agreement had not been executed, any claims or causes of action:

a. against the Settling Parties or any other person or entity for liability, if any, incurred as the maker, endorser or guarantor of any promissory note or indebtedness payable or owed by them to FDIC, the Bank, other financial institutions, or any other person or entity, including without limitation any claims acquired by FDIC as successor in interest to the Bank or any person or entity other than Bank;

b. against any person or entity not expressly released in this Agreement; and

c. which are not expressly released in Paragraph II.A., above.

2. Notwithstanding any other provision, nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing or compromising the jurisdiction and authority of the FDIC in the exercise of its supervisory or regulatory authority or to diminish its ability to institute administrative enforcement proceedings seeking removal, prohibition or any other administrative enforcement action which may arise by operation of law, rule or regulation.

3. Notwithstanding any other provision, this Agreement does not purport to waive, or intend to waive, any claims which could be brought by the United States through either the Department of Justice, the United States Attorney's Office for the District of Kansas or any other federal judicial district. In addition, the FDIC specifically reserves the right to seek court ordered restitution pursuant to the relevant provisions of the Victim and Witness Protection Act, 18 U.S.C. § 3663, et seq., if appropriate.

F. Express Reservation of Rights of Bond Carrier.

1. Notwithstanding any other provision, nothing in this Agreement shall release or prejudice the rights of Kansas Bankers Surety or any other underwriter of any financial institution bond, fidelity bond, or banker's blanket bond on which the Bank is an insured, to

bring any claims by way of subrogation to the claims of the FDIC, against a) any directors, officers, or employees of the Bank, including but not limited to the Settling Parties, in their capacity as directors, officers, or employees of the Bank or in any other capacity or b) any other individual or entity, for dishonest or fraudulent conduct that directly caused any losses to the Bank.

2. Nothing herein shall be construed to admit the existence of, or to establish, any claim or cause of action on the part of Kansas Bankers Surety or any other bond underwriter by way of subrogation to claims of the FDIC, that would not exist had this Agreement not been executed.

SECTION III: WAIVER OF DIVIDENDS AND PROCEEDS FROM LITIGATION

To the extent, if any, that Settling Parties are or were shareholders of the Bank and its holding company, and by virtue thereof are or may be entitled to a dividend, payment, or other distribution upon resolution of the receivership of the Bank or proceeds in any litigation that has been or could be brought against the United States based on or arising out of, in whole or in part, the closing of the Bank, or any alleged acts or omissions by the United States government in connection with Columbian or its receivership; they hereby knowingly assign to the FDIC any and all rights, titles and interest in and to any and all such dividends, payments or other distributions, or such proceeds.

SECTION IV: Representations and Acknowledgements

A. **No Admission of Liability.** The undersigned parties each acknowledge and agree that the matters set forth in this Agreement constitute the settlement and compromise of disputed claims, and that this Agreement is not an admission or evidence of liability by any of them regarding any claim.

B. **Execution in Counterparts.** This Agreement may be executed in counterparts by one or more of the parties named herein and all such counterparts when so executed shall

together constitute the final Agreement, as if one document had been signed by all parties hereto; and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding the party or parties subscribed thereto upon the execution by all parties to this Agreement.

C. Binding Effect. Each of the undersigned persons represents and warrants that they are a party hereto or are authorized to sign this Agreement on behalf of the respective party, and that they have the full power and authority to bind such party to each and every provision of this Agreement. This Agreement shall be binding upon and inure to the benefit of the undersigned parties and their respective heirs, executors, administrators, representatives, successors and assigns.

D. Choice of Law. This Agreement shall be interpreted, construed and enforced according to applicable federal law, or in its absence, the laws of the State of Kansas.

E. Entire Agreement and Amendments. Except for the Agreement To Waive Statutes Of Limitation In Consideration Of Forbearance From Suit, this Agreement constitutes the entire agreement and understanding between and among the undersigned parties concerning the matters set forth herein. This Agreement may not be amended or modified except by another written instrument signed by the party or parties to be bound thereby, or by their respective authorized attorney(s) or other representative(s).

F. Specific Representations Warranties and Disclaimer. The Settling Parties expressly acknowledge that in determining to settle the claims released here, the FDIC has reasonably and justifiably relied upon the accuracy of financial information for each of the individual Settling Parties in the personal financial statements each has submitted. If, in their personal financial statements, a Settling Party or Parties has/have intentionally failed to disclose any interest, legal, equitable, or beneficial, in any material asset such that disclosure of said asset would have effected a material change in that Settling Party's personal financial statement, such Settling Party or Parties agree to cooperate fully with the FDIC to transfer their interest in the asset to the FDIC and to sign any and all documents necessary to transfer their interest in the

asset to the FDIC. Moreover, if, in their personal financial statements such Settling Party or Parties have intentionally failed to disclose any interest, legal, equitable, or beneficial, in any material asset such that disclosure of said asset would have effected a material change in that Settling Party's personal financial statement, the FDIC in its sole discretion, may exercise one or more or all of the following remedies: (a) the FDIC may declare the releases granted to such Settling Party or Parties as null and void; (b) the FDIC may retain the Settlement Funds; (c) the FDIC may sue such Settling Party or Parties for damages, an injunction, and specific performance for the breach of this agreement; and (d) the FDIC may seek to vacate any dismissal order and reinstate the FDIC's claims against such Settling Party or Parties. The Settling Parties agree that if, in their personal financial statements, they have intentionally failed to disclose any interest, legal, equitable, or beneficial, in any material asset such that disclosure of said asset would have effected a material change in that Settling Party's personal financial statement, such Settling Party or Parties consent to the reinstatement of the FDIC's claims and waive any statute of limitations that would bar any of the FDIC's claims against them

G. Reasonable Cooperation

1. The undersigned parties agree to cooperate in good faith to effectuate all the terms and conditions of this Agreement, including doing or causing their agents and attorneys to do, whatever is reasonably necessary to effectuate the signing, delivery, execution, filing, recording, and entry, of any documents necessary to perform the terms of this Agreement.

2. Further, the Settling Parties agree to cooperate fully with the FDIC in connection with any action required under this Agreement, and in any litigation filed by the FDIC against any former directors or officers of Columbian. Any such cooperation that involves any out-of-pocket costs is subject to reasonable reimbursement by the FDIC pursuant to its internal guidelines and policy for such reimbursement. Such cooperation shall consist of:

a. producing all documents requested by the FDIC, without the necessity of subpoena, as determined by the FDIC, in its sole discretion, to be relevant to the Bank;

b. making themselves available upon request by the FDIC at reasonable times and places for interviews regarding facts, as determined by the FDIC in its sole discretion, to be relevant to the Bank;

c. appearing to testify, upon request by the FDIC, in any matter determined by the FDIC in its sole discretion, to be related to the Bank, without the necessity of subpoena;

d. signing truthful affidavits upon request by the FDIC, regarding any matter, as determined by the FDIC in its sole discretion, to be relevant to the Bank.

H. Advice of Counsel. Each party hereby acknowledges that it has consulted with and obtained the advice of counsel prior to executing this Agreement, and that this Agreement has been explained to that party by his or her counsel.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by each of them or their duly authorized representatives on the dates hereinafter subscribed.

THE FEDERAL DEPOSIT INSURANCE CORPORATION, its capacity as the receiver of The
Columbian Bank & Trust Company

By: Herbert ^{G.} Smith ^{#5}
Its: Counsel

(b)(6)

[Redacted Signature]

HERBERT G. SMITH

G. #5

COMMONWEALTH OF VIRGINIA)

) ss:

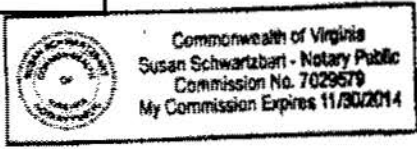
COUNTY OF ARLINGTON)

Subscribed and sworn to before me this 8 day of August 2011.

(b)(6)

Notary Public

My Appointment Expires:



(b)(6)



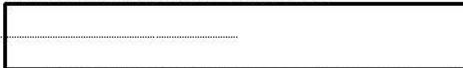
JOHN D. PETERSEN

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 8 day of August 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared, John D. Petersen, known to me to be the person described herein, who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

(b)(6)



Notary Public



(b)(6)

FRANK J. ROSS, JR.

STATE OF Missouri)
) ss:
COUNTY OF Jackson)

On this 8th day of Aug. 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared, Frank J. Ross, Jr., known to me to be the person described herein, who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

(b)(6)

Notary Public

My Appointment Expires:

**KIM L. ASHURST
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXPIRES AUG. 9, 2012
COMMISSION # 08457303**

(b)(6)



GREGORY E. SCHWERDT

STATE OF FLORIDA)
) ss:
COUNTY OF DADE)

On this 8 day of AUGUST 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared, Gregory E. Schwerdt, known to me to be the person described herein, who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

(b)(6)



Notary Public JAZMIN SUAREZ

My Appointment Expires:
JANUARY 20, 2013

